

1 Kym Samuel Cushing, Esq.
Nevada Bar No. 004242
2 Dustin A. Johnson, Esq.
Nevada Bar No. 009306
3 **WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP**
300 South Fourth Street, 11th Floor
4 Las Vegas, Nevada 89101
(702) 727-1400; FAX (702) 727-1401
5 kym.cushing@wilsonelser.com
dustin.johnson@wilsonelser.com
6 *Attorneys for Defendant Target Corporation*

7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 JACI FERREYRA,

11 Plaintiffs,

12 v.

13 TARGET CORPORATION, DOES 1 through 10, ;
14 and ROE ENTITIES 11-20, inclusive,

15 Defendants.

CASE NO: 2:10-cv-01870-KJD-LRL

STIPULATED PROTECTIVE ORDER

16 IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys
17 for the respective parties, that with regard to material disclosed in the course of
18 the above-captioned lawsuit ("Lawsuit") which constitute or contain trade secrets
19 or other confidential research, development, or commercial information of the
20 parties ("Confidential Material"), the following procedures shall govern:

21 1. This Order is meant to encompass all forms of disclosure which may
22 contain Confidential Material, including any document, pleading, motion, exhibit,
23 declaration, affidavit, deposition transcript, inspection and all other tangible items
24 (electronic media, photographs, videocassettes, etc.).

25 2. The parties may designate any Confidential Material produced or filed
26 in this Lawsuit as confidential and subject to the terms of this Order by marking
27 such materials "Confidential". If any material has multiple pages, this designation
28 need only be placed on the first page of such material. Any material designated as

1 "Confidential" shall not be disclosed to any person or entity, except to the parties,
2 counsel for the respective parties, and expert witnesses assisting counsel in this
3 Lawsuit.

4 3. Any material designated as confidential pursuant to paragraph 2
5 above shall be used solely for the purposes of this Lawsuit and for no other
6 purpose.

7 4. Prior to disclosure of any Confidential Material, each person to whom
8 disclosure is to be made shall execute a written "Confidentiality Agreement" (in the
9 form attached hereto) consenting to be bound by the terms of this Order. The
10 parties, counsel for the respective parties (including legal assistants and other
11 personnel) are deemed to be bound by this Order and are not required to execute
12 a Confidentiality Agreement.

13 5. Only counsel of record in this Lawsuit shall be permitted to
14 disseminate Confidential Material. Upon dissemination of any Confidential
15 Material, each non-designating counsel of record in this Lawsuit shall maintain a
16 written record as to: (1) the identity of any person given Confidential Material, and
17 (2) the identity of the Confidential Material so disseminated (such as by "Bates
18 stamp" number). Such record shall be made available to the designating party
19 upon request.

20 6. If additional persons become parties to this Lawsuit, they shall not
21 have access to any Confidential Material until they execute and file with the Court
22 their written agreement to be bound by the terms of this Order.

23 7. In the event that any question is asked at a deposition that calls for
24 the disclosure of Confidential Material, the witness shall answer such question
25 (unless otherwise instructed not to do so on grounds of privilege) provided that the
26 only persons in attendance at the deposition are persons who are qualified to
27 receive such information pursuant to this Order. Deposition testimony may be
28 designated as confidential following the testimony having been given provided

1 that: (1) such testimony is identified and designated on the record at the
2 deposition, or (2) non-designating counsel is notified of the designation in writing
3 within thirty days after receipt by the designating party of the respective
4 deposition transcript. All deposition transcripts in their entirety shall be treated
5 in the interim as "Confidential" pursuant to paragraph 2 above. When
6 Confidential Material is incorporated in a deposition transcript, the party
7 designating such information confidential shall make arrangements with the court
8 reporter not to disclose any information except in accordance with the terms of
9 this Order.

10 8. If a deponent refuses to execute a Confidentiality Agreement,
11 disclosure of Confidential Material during the deposition shall not constitute a
12 waiver of confidentiality. Under such circumstances, the witness shall sign the
13 original deposition transcript in the presence of the court reporter and no copy of
14 the transcript or exhibits shall be given to the deponent.

15 9. If a party wishes to attach Confidential Material to a non-dispositive
16 motion or other filing (excluding dispositive motions) with the Court, then that
17 party will notify the designating party of its intent to attach the Confidential
18 Material to the filing in writing at least ten (10) days before filing. If the
19 designating party believes that the release of the Confidential Material is adverse
20 to the terms of this stipulation, then the non-designating party will bring a motion
21 to seal the non-dispositive motion or other filing.

22 10. If a party wishes to attach Confidential Material to a dispositive
23 motion, then that party will notify the designating party of its intent to attach the
24 Confidential Material to the dispositive motion, in writing, at least ten (10) days
25 before filing. The designating party shall then file with a motion with the Court to
26 seal the document, setting forth a compelling reason as established by the Ninth
27 Circuit Court of Appeals in *Kamakan v. City and County of Honolulu*, 447 F.3d
28 1172 (9th Cir. 2006).

1 11. If a non-designating party is subpoenaed or ordered to produce
2 Confidential Material by another court or administrative agency, such party shall
3 promptly notify the designating party of the pending subpoena or order and shall
4 not produce any Confidential Material until the designating party has had
5 reasonable time to object or otherwise take appropriate steps to protect such
6 Confidential Material.

7 12. If a party believes that any Confidential Material does not contain
8 confidential information, it may contest the applicability of this Order to such
9 information by notifying the designating party's counsel in writing and identifying
10 the information contested. The parties shall have thirty days after such notice to
11 meet and confer and attempt to resolve the issue. If the dispute is not resolved
12 within such period, the party seeking the protection shall have thirty days in
13 which to make a motion for a protective order with respect to contested
14 information. Information that is subject to a dispute as to whether it is properly
15 designated shall be treated as designated in accordance with the provisions of this
16 Order until the Court issues a ruling.

17 13. Inadvertent failure to designate any material "Confidential" or shall
18 not constitute a waiver of an otherwise valid claim of confidentiality pursuant to
19 this Order, so long as a claim of confidentiality is asserted within fifteen days after
20 discovery of the inadvertent failure. At such time, arrangements shall be made by
21 the parties to designate the material "Confidential" in accordance with this Order.

22 14. This Order shall be without prejudice to the right of any party to
23 oppose production of any information or object to its admissibility into evidence.

24 15. When any counsel of record in this Lawsuit or any attorney who has
25 executed a Confidentiality Agreement becomes aware of any violation of this
26 Order, or of facts constituting good cause to believe that a violation of this Order
27 may have occurred, such attorney shall report that there may have been a
28 violation of this Order to the Court and all counsel of record.

1 16. Within thirty days after the termination of this Lawsuit (whether by
2 dismissal or final judgment), all Confidential Material (including all copies) shall
3 be returned to counsel for the designating party. In addition, counsel returning
4 such material shall execute an affidavit verifying that all Confidential Material
5 produced to such counsel and any subsequently made copies are being returned
6 in their entirety pursuant to the terms of this Order. Such a representation fully
7 contemplates that returning counsel has: (1) contacted all persons to whom that
8 counsel disseminated Confidential Material, and (2) confirmed that all such
9 material has been returned to disseminating counsel.

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17. After the termination of this Lawsuit, the provisions of this Order shall continue to be binding and this Court shall retain jurisdiction over the parties and any other person who has access to documents and information produced pursuant to this Order for the sole purpose of enforcement of its provisions.

IT IS SO STIPULATED:

Dated this 18th day of March, 2011

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

Kym Samuel Cushing, Esq.
Nevada Bar No. 004242
Dustin A. Johnson, Esq.
Nevada Bar No. 009306
300 South Fourth Street, 11th Floor
Las Vegas, Nevada 89101
Attorneys for Defendant Target Corporation

Dated this 28th day of March, 2011

RICHARD HARRIS LAW FIRM

Joshua R. Harris, Esq.
Nevada Bar No. 009580
801 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

ORDER

IT IS SO ORDERED this 4th day of April 2011.

L. J. Leano
U.S. MAGISTRATE JUDGE